Ø

Space Above Line for Official Use Only

Instrument Prepared By:

Debora L. Horn (MS Bar #: 10205) Butler, Snow, O'Mara, Stevens & Cannada, PLLC Post Office Box 6010 Ridgeland, Mississippi 39158-6010 601-948-5711

Grantors' Names and Addresses:

Ansley, L.L.C. P.O. Box 7 Tunica, Mississippi 38676 662-363-0002

Double Eagle Land, LLC P.O. Box 867 New Albany, Mississippi 38652 662-534-4774

Grantee's Name and Address:

Payne Lane Development, LLC 6104 Macon Road Memphis, Tennessee 38134 901-377-1006

To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated in the SE ¼ of Section 33, Township 1 South, Range 5 West of DeSoto County, Mississippi.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, ANSLEY, L.L.C., a Mississippi limited liability company ("Ansley") and DOUBLE EAGLE LAND, LLC, a Mississippi limited liability company ("Double Eagle", and together with Ansley, the "Grantors"), do hereby sell, convey and warrant specially unto PAYNE LANE DEVELOPMENT, LLC, a Tennessee limited liability company (the "Grantee"), the property (the "Property") lying and being situated in DeSoto County, Mississippi, and being more particularly described on Exhibit A attached hereto and depicted on the plat attached hereto as Exhibit B.

The Property is conveyed subject to, and there is excepted from the warranty of this conveyance, all building restrictions and restrictive covenants, easements, dedications, rights-of-way and mineral reservations and conveyances of record, if any, which pertain to the Property.

Ad valorem taxes for the year 2011 have not been prorated between Grantors and Grantee and the Grantee agrees to the pay the same when they become due and payable.

Dusay-01-289-9948

WITNESS THE SIGNATURE OF THE GRANTORS, as of the 2 day of August, 2011.

-GRANTORS-

ANSLEY, L.L.C.,

a Mississippi limited liability company

By: EBI, INC., a Mississippi limited liability company,

its Member

Robert M. Bailey, President

DOUBLE EAGLE LAND, LLC,

a Mississippi limited liability company

By: EBI, INC., a Mississippi limited liability company,

its Member

Robert M. Bailey, President

STATE OF MISSISSIPPI

COUNTY OF Union

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of August, 2011, within my jurisdiction, the within named ROBERT M. BAILEY, who acknowledged to me that he is President of EBI, INC., a Mississippi corporation and member of ANSLEY, L.L.C., a Mississippi limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

My Commission Expires:

[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI

COUNTY OF Union

Personally appeared before me, the undersigned authority in and for the said County and State, on this 200 day of 400 to 2011, within my jurisdiction, the within named ROBERT M. BAILEY, who acknowledged to me that he is President of EBI, INC., a Mississippi corporation and member of DOUBLE EAGLE LAND, LLC., a Mississippi limited liability company, and that for and on behalf of said corporation as member of said limited liability company, and as the act and deed of said corporation as member of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.

My Commission Expires:

AFFIX NOTARIAL SEAL]

21255 NOTARY PUBLIC Comm Expires lugust 22, 2012

21265 NOTARY PUBLIC

EXHIBIT "A"

Legal Description

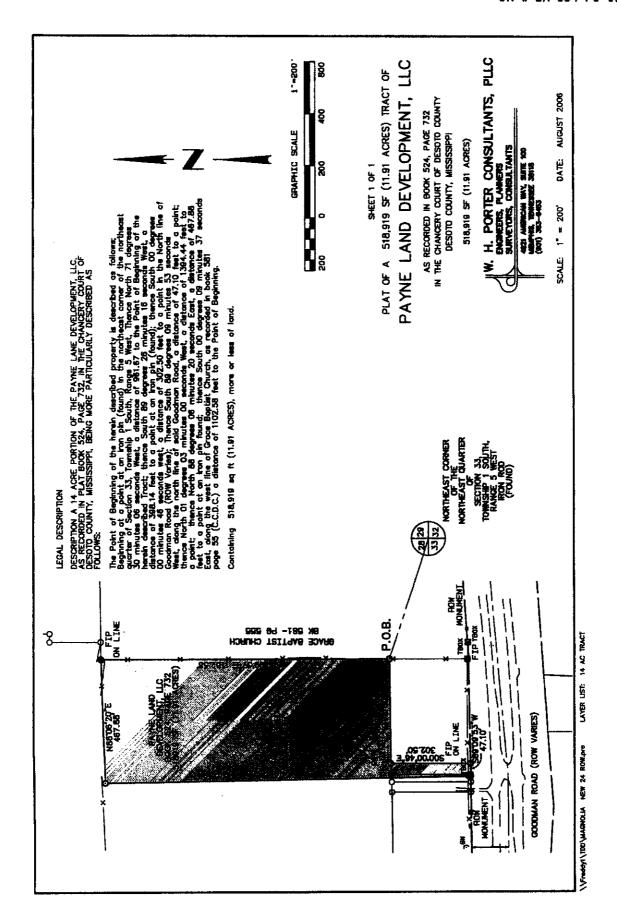
The Point of Beginning of the herein described property is described as follows; Beginning at a point at an iron pin (found) in the northeast corner of the northeast quarter of Section 33, Southeast Township 1 South, Range 5 West, Thence North 71 degrees 30 minutes 06 seconds West, a distance of 961.67 to the Point of Beginning of the herein described Tract; thence South 89 degrees 26 minutes 16 seconds West, a distance of 398.14 feet to a point at an iron pin (found); thence South 00 degrees 00 minutes 46 seconds west, a distance of 302.50 feet to a point in the North line of Goodman Road (ROW Varies); Thence South 89 degrees 09 minutes 53 seconds West, along the north line of said Goodman Road, a distance of 47.10 feet to a point; thence North 01 degrees 03 minutes 00 seconds West, a distance of 1394.44 feet to a point; thence North 88 degrees 06 minutes 20 seconds East, a distance of 467.88 feet to a point at an iron pin found; thence South 00 degrees 09 minutes 37 seconds East, along the west line of Grace Baptist Church, as recorded in book 581 page 55 (C.C.D.C.) a distance of 1102.58 feet to the Point of Beginning.

Containing 518,919 sq ft (11.91 ACRES), more or less of land.

EXHIBIT "B"

<u>Plat</u>

(See attached)



Jackson 6578342v1